

U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **14-03388-jw**

CONSENT ORDER APPROVING LM/MM - PORTAL

The relief set forth on the following pages, for a total of 5 pages including this page, is hereby ORDERED.

FILED BY THE COURT
09/27/2017



Entered: 09/27/2017

A handwritten signature in cursive script, reading "John E. Waites".

US Bankruptcy Judge
District of South Carolina

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Stefanie Hatch Roach
107 Trellis Lane
Ladson, SC 29456
SSN xxx-xx-0450

Debtor.

C/A No. 14-03388-jw

Chapter 13

CONSENT ORDER APPROVING LOSS
MITIGATION/MORTGAGE
MODIFICATION¹
(PORTAL)

This matter comes before the Court upon the request of Stephanie Hatch Roach ("Debtor") and HSBC Bank USA, N.A. ("Mortgage Creditor") for approval of the parties' agreement for loss mitigation/mortgage modification ("LM/MM"). Mortgage Creditor has an existing loan secured by the Debtor's real property. Using the Portal procedure set forth in the undersigned's Chamber's Guidelines, the parties have reached an agreement for LM/MM, which will have the following benefits to the Debtor:

- ☒ Reduction of the Debtor(s)' mortgage payments from the current amount of \$815.39 per month to approximately \$727.50 per month.
- ☒ Interest rate increased from 2.875% to 3.000% [☐ Fixed or ☒ Variable]
- ☒ Arrearage in the amount of \$10,853.91 [☐ forgiven or ☒ postponed.
- ☐ Other – Describe below:

Regarding LM/MM, the parties represent and agree that:

1. There will be no extension of additional funds beyond what is already owed;
2. Payments to other lien holders under the plan will not be affected;
3. That the LM/MM has no detrimental effect on other creditors and is in the best interest of Debtor and the estate;
4. That payments to Creditor for arrearage are being made by the Trustee, and will not be made upon the effective date of the LM/MM agreement; any overage paid by the Trustee will be refunded to the Trustee within 60 days;
5. Stay relief has not been granted to any secured creditor on the property as a prerequisite of the agreement for loss mitigation;
6. The trial period has been successfully completed [if applicable]; and
7. The documents finalizing the LM/MM shall be executed by the parties within 60 days from the entry of this Order.

¹ Mortgage Creditor's consent may be demonstrated by attachment of document evidencing Mortgage Creditor's offer.

Debtor certifies that the costs of DMM have been previously paid by Debtor (or other source) and the attorney's fees specifically attributable to services required for participation in LM/MM have been previously paid by Debtor or will be paid through the Trustee's distributions.

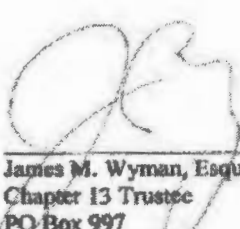
Now, therefore, upon the agreement of Debtor and Mortgage Creditor and with the consent of the Trustee, as indicated by the signatures below,

IT IS HEREBY ORDERED that the LM/MM is hereby approved.

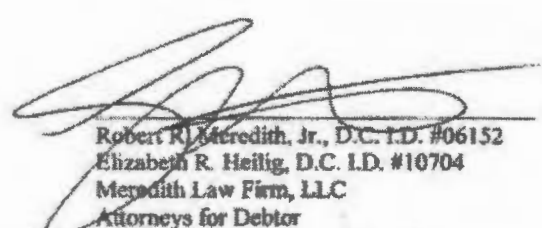
AND IT IS SO ORDERED.

WE SO MOVE AND CONSENT:

See attached agreement
Mortgage Creditor



James M. Wyman, Esquire
Chapter 13 Trustee
PO Box 997
Mt. Pleasant, SC 29465-0997



Robert R. Meredith, Jr., D.C. I.D. #06152
Elizabeth R. Heilig, D.C. I.D. #10704
Meredith Law Firm, LLC
Attorneys for Debtor
4000 Faber Place Drive, Suite 120
North Charleston, SC 29405
843-529-9000



June 02, 2017

**MAX E BALLARD
STEFANIE H BALLARD
4000 FABER PLACE DRIVE STE 120
N. CHARLESTON, SC 29405**

Loan Number: [REDACTED]
**107 TRELLIS LANE
SUMMERVILLE, SC 29456**

Dear **MAX E BALLARD and STEFANIE H BALLARD:**

As your Case Manager I remain committed to working with you as you sort through any financial difficulties which you may be experiencing. Please contact Luis Hidalgo with any questions that you may have specific to your account or the important information contained within this letter. Their direct contact number is 877-387-9031, extension 87145. If you cannot reach Luis Hidalgo and do not wish to leave a message, you may press 0 and another SPOC Representative will assist you.

PLEASE NOTE THE FOLLOWING IMPORTANT COMMUNICATION REGARDING YOUR ACCOUNT.

Enclosed is a proposed agreement to modify your loan. This Modification Agreement will not be binding or effective until both you and HSBC Bank USA, N.A have signed it. Please complete the following steps to sign and return your loan modification no later than **June 17, 2017**.

****Steps to complete the modification process****

1. All borrowers must sign in **BLACK** ink only the two (2) original copies of the enclosed documents. All signatures must be completed in the presence of a Notary Public and witness. The duplicate copy is for your records. The two (2) original copies must be returned to the address listed below.
2. The contribution amount of **\$371.09** MUST be in the form of **CERTIFIED FUNDS**. Mailing non-certified funds may result in the cancellation and rejection of the loan modification proposal.
3. Return the documents and contribution to the following address:

PHH Mortgage Services
300 Prince George's Blvd Suite 101
Upper Marlboro, MD 20774

Please allow 30 to 45 days for the Loan Modification process to be completed. You will receive a new coupon book after the Loan Modification is processed.

NOTE: If applicable, your total mortgage payment may change due to changes in your escrow account.

Upon the Modification Agreement becoming binding and effective, the mortgage will be modified to reflect the following terms:



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****LOAN MODIFICATION****

Unpaid Principal Balance	\$138,645.89
Modification Note Rate	3.000%
Date Note Rate is Effective	May 1, 2017
First Modification Payment Due	June 1, 2017

The Modified payment breakdown:	
Principal & Interest	\$496.33
Escrow	\$231.17
New Monthly Payment	\$727.50

The following is a breakdown of the Loan Modification.

****MODIFICATION TRANSACTION COSTS DUE****

Processing Fee	\$0.00
Recording Fee	\$0.00
Escrow Advance and/or Setup	\$4,431.15
Late Charges, NSF and/or Other Fees	\$0.00
Attorney Fees/costs, if applicable	\$0.00
Recoverable Advances, if applicable	\$0.00
Accrued Interest, if applicable	\$6,422.76
First Modified payment, if applicable	\$727.50
Misc	\$0.00

Total contribution amount	\$371.09
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The total amount added to your loan is	\$10,853.91
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In the event that the modification transaction costs above are less than indicated, any additional amount paid will be applied to reduce the unpaid principal balance of your loan.

Notice – If your request for assistance is approved, your acceptance of a loan modification, partial or complete lien forgiveness, short sale or deed in lieu may have consequences with respect to federal, state, or local tax liability, as well as eligibility for public assistance benefits. We cannot advise you on the tax consequences or the effect on public assistance benefits. We encourage you to consult with a qualified individual or organization about the possible tax and/or other consequences resulting from a loan modification, partial or complete lien release, short sale or deed in lieu.

We look forward to receiving all of the required documents and funds prior to the deadline noted above. Thank you for your cooperation.

As always, we value your business and would appreciate your attention to this matter.

Sincerely,

Meghan Brauer
Home Retention Specialist
NMLS#: 1439217

If you have any questions, please contact me at the number provided above between the hours of 8:30am - 8:30pm Monday through Thursday and Friday from 8:30am - 5:00pm EST.



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